

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IKARIA, INC.		07/03/2013	CORPORATION: DELAWARE
IKARIA ACQUISITION INC.		07/03/2013	CORPORATION: DELAWARE
IKARIA RESEARCH, INC.		07/03/2013	CORPORATION: DELAWARE
INO THERAPEUTICS LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
IKARIA THERAPEUTICS LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3778583	IKARIA	
Registration Number:	3778584	IKARIA	
Registration Number:	3778585	IKARIA ADVANCING CRITICAL CARE	
Registration Number:	3758037	IKARIA ADVANCING CRITICAL CARE	
Registration Number:	3450879	IKARIA	
Serial Number:	85876474	ONSTORVIS	
Serial Number:	85876469	TERLIVAZ	
Serial Number:	85915731		
Serial Number:	85915748		
Serial Number:	85836260	NICU-PET	

OP \$565.00 3778583

TRADEMARK

Registration Number:	4003732	DSIR
Registration Number:	3314528	COVOX
Registration Number:	2109970	INOCAL
Registration Number:	2185947	INOMAX
Registration Number:	4003735	INOMAX DSIR
Registration Number:	3893703	INOPULSE
Registration Number:	2678500	INOTHERAPY
Registration Number:	2100392	INOVENT
Serial Number:	85737439	INOMAX TOTAL CARE
Serial Number:	85743677	INOSAT
Serial Number:	85791541	INOCART
Serial Number:	85791544	INOCAL CADDY

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38808
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/17/2013

Total Attachments: 13

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TRADEMARK
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 3, 2013 (this "*Agreement*"), among IKARIA, INC., a Delaware corporation ("*Holdings*"), IKARIA ACQUISITION INC., a Delaware corporation (the "*Borrower*"), the subsidiaries of Holdings listed on Schedule I hereto (the "*Subsidiary Parties*") and CREDIT SUISSE AG, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the Subsidiary Parties and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse AG, as administrative agent (in such capacity, the "*Administrative Agent*") and Collateral Agent. The Lenders have agreed to make loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any

political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

but excluding in all cases all Excluded Collateral and any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern (and for the avoidance of doubt, any assets excluded from Article 9 Collateral pursuant to Section 4.01 of the Guarantee and Collateral Agreement shall not be part of the Trademark Collateral).

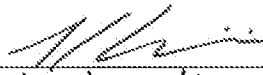
SECTION 4. Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among the Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto, Credit Suisse AG, as Initial First Priority Representative (as defined therein), Credit Suisse AG, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement and the credit agreement to which this Agreement relates (the “Credit Agreement”), the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Credit Agreement and (c) this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


IKARIA, INC.,

by


Name: Anastasios Konideris
Title: Chief Financial Officer

IKARIA ACQUISITION INC.,

by



Name: Daniel Tasse
Title: President

[Signature Page to Ikaria Second Lien Trademark Security Agreement]

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IKARIA RESEARCH, INC.,

by


Name: Cameron Briggs
Title: Vice President

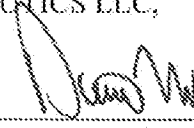
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TRADEMARK
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INO THERAPEUTICS LLC,

by



Name: Daniel Tasse'
Title: President

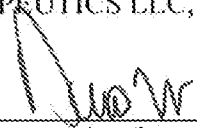
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TRADEMARK
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IKARIA THERAPEUTICS LLC,

by




Name: Daniel Tasse'
Title: President

[Signature Page to Ikaria Second Lien Trademark Security Agreement]

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CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by


Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

by


Name: MICHAEL SRAIGHT
Title: AUTHORIZED SIGNATORY

[Signature Page to Ikaria Second Lien Trademark Security Agreement]

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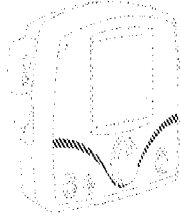
Schedule I

<u>Subsidiary Parties</u>
Ikaria Research, Inc.
Ikaria Therapeutics LLC
INO Therapeutics LLC

Schedule II

U.S. Trademarks Owned by Grantors

Mark	Date Filed	Application No.	Registration Date	Registration No.	Grantor
IKARIA			04/20/2010	3,778,583	Ikaria Research, Inc.
			04/20/2010	3,778,584	Ikaria Research, Inc.
IKARIA ADVANCING CRITICAL CARE			04/20/2010	3,778,585	Ikaria Research, Inc.
			03/09/2010	3,758,037	Ikaria Research, Inc.
IKARIA	04/22/2005	78/614,854	06/17/2008	3,450,879	Ikaria Research, Inc.
ONSTORVIS	03/14/2013	85/876,474			Ikaria Therapeutics LLC
TERLIVAZ	03/14/2013	85/876,469			Ikaria Therapeutics LLC

Mark	Date Filed	Application No.	Registration Date	Registration No.	Grantor
	04/26/2013	85/915,731			INO Therapeutics LLC
	04/26/2013	85/915,748			INO Therapeutics LLC
NICU-PET	01/30/2013	85/836,260			INO Therapeutics LLC
DSIR			07/26/2011	4,003,732	INO Therapeutics LLC
COVOX			10/16/2007	3,314,528	INO Therapeutics LLC
INOBlender			05/15/2007	3,242,739	INO Therapeutics LLC
INOCAL			10/28/1997	2,109,970	INO Therapeutics LLC
INOMAX			09/01/1998	2,185,947	INO Therapeutics LLC
INOMAX			08/14/2007	3,280,185	INO Therapeutics LLC
INOMAX DSIR			07/26/2011	4,003,735	INO Therapeutics LLC

Mark	Date Filed	Application No.	Registration Date	Registration No.	Grantor
INOPULSE			12/21/2010	3,893,703	INO Therapeutics LLC
INOTHERAPY			01/21/2003	2,678,500	INO Therapeutics LLC
INOVENT			09/23/1997	2,100,392	INO Therapeutics LLC
INOMAX TOTAL CARE	09/25/2012	85/737,439			INO Therapeutics LLC
INOSAT	10/2/2012	85/743,677			INO Therapeutics LLC
INOCART	11/ 30/2012	85/791,541			INO Therapeutics LLC
INOCAL CADDY	11/30/2012	85/791,544			INO Therapeutics LLC